



CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 28
	PIIN/SIIN DAAE20-01-R-0112MOD/AMD	
Name of Offeror or Contractor:		

SUPPLEMENTAL INFORMATION

- THIS SOLICITATION DAAE20-01-R-0112 WILL RESULT IN A SOLE SOURCE AWARD OF A LONG-TERM FIRM FIXED PRICE REQUIREMENTS CONTRACT FOR THE AUTOMATIC FIRE CONTROL SYSTEM (AFCS XXI) AUTOMATIC COMPUTER UNIT (ACU) AND THE MAJOR INTERNAL COMPONENTS. SEE FAR 16.503 FOR ADDITIONAL INFORMATION ON REQUIREMENTS CONTRACTS. THIS CONTRACT SHALL REMAIN IN EFFECT FOR A PERIOD OF THREE (3) YEARS WITH ORDERING PERIODS AS INDICATED IN PARAGRAPH 7.
- THE CONTRACT WILL INCLUDE THREE ORDERING PERIODS AS SET FORTH IN THE SCHEDULE. ALL QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNEMNT IN ANY WAY.
- ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERIES SHALL COMMENCE NOT LATER THAN 120 DAYS AFTER RECEIPT OF ORDER.
- THE CONTRACT WILL ESTABLISH FIRM FIXED UNIT PRICES FOR EACH PRICING PERIOD. AT THE BEGINNING OF EACH PRICING PERIOD, SECHAN ELECTRONICS SHALL PROVIDE ITS CURRENT CATALOG PRICE LIST TO THE CONTRACTING OFFICER. IF THE SUBMITTED CATALOG PRICE LIST PRICES ARE LOWER THAN THE CONTRACT PRICES, THE GOVERNMENT SHALL BE ENTITLED TO THE REDUCED PRICE LIST PRICES. A FORMAL MODIFICATION WILL BE ACCOMPLISHED REVISING THE CONTRACT PRICES TO REFLECT THE REDUCED PRICE LIST PRICES. IF SECHAN'S SUBMITTED PRICE LIST REFLECTS PRICES HIGHER THAN THE CONTRACT PRICES, THE CONTRACT PRICES SHALL REMAIN UNCHANGED. IF AT ANY TIME DURING THE PRICING PERIOD, A LOWER PRICE BECOMES AVAILABLE (WHETHER IN THE FORM OF PRICE REDUCTION, COST ALLOWANCE, OR ADDITIONAL DISCOUNT OFFERED TO ANY PARTY), SECHAN ELECTROICS SHALL NOTIFY THE CONTRACTING OFFICER OF THE LOWER PRICE. THE CONTRACT WILL BE MODIFIED TO ADJUST THE CONTRACT PRICE TO THE REDUCED PRICE.
- THE CURRENT ACQUISITION WILL BE ACCOMPLISHED USING THE ALPHA CONTRACTING METHOD.
- THE ESTIMATED QUANTITIES FOR EACH PERIOD OF PERFORMANCE ARE LISTED BELOW:

PART NUMBER	NOUN	QUANTITY	QUANTITY	QUANTITY
		1ST YR	2ND YR	3RD YR
6125100*	COMPUTER, DIGITAL (AFCS XXI) WITHOUT TCIM	21	20	20
6125100-1*	COMPUTER, DIGITAL (AFCS XXI) WITH TCIM	0	0	0

\*THE GOVERNMENT WILL FURNISH SHIPPING CONTAINERS (PART NUMBER 12984622) FOR THE ACU AS GOVERNMENT FURNISHED MATERIAL.

REPLACEMENT ASSEMBLY

6125300	DISCRETE I/O CCA	55	50	50
6125400	SERVO CONTROLLER CCA	57	25	25
6125500	MIL-STD-1553 CCA	10	10	10
6125720	MEMORY MODULE - 128MB SIM	0	0	0
6125130-02	HARD DRIVE HEATER ASSEMBLY (2GB)	120	75	75
6125700	PENTIUM CPU/MEMORY ASSEMBLY WITH 128MB	20	20	20
6125950	POWER SUPPLY ASSEMBLY	61	30	30
6125930	TCIM	0	0	0

SPARE/REPAIR PARTS

6125121-1	GASKET, CONNECTOR PANEL	0	0	0
6125121-2	GASKET, TOP PANEL, O-RING	0	0	0
6125126	EMI FILTER ASSEMBLY	0	0	0
6125200	BACKPLANE/MOTHERBOARD	20	15	15
6125600	AFCS XXI CONNECTOR PANEL	0	5	5
6125701	SCSI CABLE	0	0	0
6125702	KEYBOARD/MOUSE/LCD CABLE	0	0	0
6125704	VGA VIDEO CABLE	0	0	0
6125705	ETHERNET CABLE	0	0	10
6125706	RS232 SERIAL CABLE	0	0	0
6125707	IDE DISK DRIVE CABLE	0	0	0
6125708	MIL-STD-1553 CABLE (MIL CIRCULAR)	0	0	0
6125709	MIL-STD-1553 CABLE (TWINAX)	0	0	10
6125720-3	MICROCIRCUIT MEMORY	0	5	5

Name of Offeror or Contractor:

7. THE ORDERING PERIODS ARE AS FOLLOWS:

FIRST ORDERING PERIOD: DATE OF CONTRACT AWARD THROUGH 30 JUN 2002  
SECOND ORDERING PERIOD: 1 JUL 2002 THROUGH 30 JUN 2003  
THIRD ORDERING PERIOD: 1 JUL 2003 THROUGH 30 JUN 2004

8. FIXED PRICE CATALOG PRICING AND QUANTITIES FOR THE ORDERING PERIOD ARE AS FOLLOWS:

1ST ORDERING PERIOD:	QUANTITY	QUANTITY	QUANTITY	QUANTITY
	1 - 10	11 - 50	51 - 100	101 - 200
2ND ORDERING PERIOD:	QUANTITY	QUANTITY	QUANTITY	QUANTITY
	1 - 10	11 - 50	51 - 100	101 - 200
3RD ORDERING PERIOD:	QUANTITY	QUANTITY	QUANTITY	QUANTITY
	1 - 10	11 - 50	51 - 100	101 - 200

THE GOVERNMENT WILL FURNISH SHIPPING CONTAINERS (PART NUMBER 12984622) FOR THE ACU AS GOVERNMENT FURNISHED MATERIAL.

9. SECHAN IS THE DEPOT FOR THE AFCS XXI ACU AND INTERNAL MAJOR COMPONENTS. ALL ITEMS ON THE PROPOSED CONTRACT WILL BE SHIPPED IN PLACE AT SECHAN AGAINST SECHAN CONTRACT DAAE20-98-C-0146 OR THE CURRENT IN PLACE CONTRACT FOR STORAGE. THE ITEMS WILL BE INDUCTED INTO THE WEB-BASED COMMERCIAL ASSET VISIBILITY (CAV) UNDER SECHAN CONTRACT DAAE20-98-C-0146 OR THE CURRENT IN PLACE CONTRACT FOR CAV ACCOUNTABILITY. THE COSTS ASSOCIATED FOR THE STORAGE AND ACCOUNTABILITY UNDER CAV WILL BORNE BY SECHAN CONTRACT DAAE20-98-C-0146 OR THE CURRENT CONTRACT IN PLACE FOR STORAGE AND CAV.

10. PARTS OBSOLESCENCE:

ON A YEARLY BASIS COINCIDENT WITH SUBMISSION OF THE YEARLY PRICE LIST, SECHAN SHALL NOTIFY THE CONTRACTING OFFICER OF ANY ASSEMBLIES WHICH CAN NO LONGER BE PRODUCED FOR THE COMING YEAR DUE TO OBSOLESCENCE, OR THE MAXIMUM NUMBER WHICH CAN BE MANUFACTURED WITH REMAINING PARTS.

IF SECHAN LOCATES QUANTITIES OF OBSOLETE PARTS IT IS TO NOTIFY THE GOVERNMENT BY LETTER STATING THE APPLICABLE COSTS AND QUANTITIES. THE GOVERNMENT WILL REVIEW EACH SUCH NOTICE TO DETERMINE IF FUNDS ARE AVAILABLE TO PROCURE THE OBSOLETE PARTS.

SECHAN SHALL NOT BE FOUND IN DEFAULT WHEN GOVERNMENT REQUIREMENTS EXCEED THE REMAINING INVENTORY OF OBSOLETE PARTS.

11. NO FUNDS SHALL BE OBLIGATED ON THE REQUIREMENTS CONTRACT. FUNDS WILL BE OBLIGATED BY AN EXECUTED UNILATERAL DELIVERY ORDER ON SF FORM 1449.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified</p> <p>ORDERING PERIODS</p> <p>FIRST ORDERING PERIOD: DATE OF CONTRACT AWARD THROUGH 30 JUN 2002 SECOND ORDERING PERIOD: 1 JUL 2002 THROUGH 30 JUN 2003 THIRD ORDERING PERIOD: 1 JUL 2003 THROUGH 30 JUN 2004</p> <p>SEE SECTION A NARRATIVE OF THE SOLICITATION FOR THE ITEMS AND QUANTITIES FOR THE DEVELOPMENT OF A FIRM FIXED PRICE LIST FOR THE THREE ORDERING PERIODS.</p> <p>INSPECTION: ORIGIN ACCEPTANCE: ORIGIN FOB: ORIGIN</p> <p>ONLY TACOM-RI IS AUTHORIZED TO PLACE ORDERS ON THIS CONTRACT. ORDERS MUST BE WRITTEN AND MAY BE TRANSMITTED BY US MAIL, FACSIMILE, OR BY ELECTRONIC MEANS.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-01-R-0112      <b>MOD/AMD</b></p>	<p><b>Page</b> 5 <b>of</b> 28</p>
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**Name of Offeror or Contractor:**

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECHAN ELECTRONICS IS TO PROVIDE THE LATEST CONFIGURATION FOR THE AUTOMATIC COMPUTER UNIT (ACU) AND MAJOR INTERNAL COMPONENTS. SECHAN ELECTRONICS PART NUMBERS FOR THE REQUIRED ITEMS ARE AS STATED BELOW:

PART NUMBER	NOMENCLATURE
6125100	COMPUTER, DIGITAL (AFCS XXI) WITHOUT TCIM
6125100-1	COMPUTER, DIGITAL (AFCS XXI) WITH TCIM

REPLACEMENT ASSEMBLY

6125300	DISCRETE I/O CCA
6125400	SERVO CONTROLLER CCA
6125500	MIL-STD-1553 CCA
6125720	MEMORY MODULE - 128MB SIM
6125130-02	HARD DRIVE HEATER ASSEMBLY (2GB)
6125700	PENTIUM CPU/MEMORY ASSEMBLY WITH 128MB
6125950	POWER SUPPLY ASSEMBLY
6125930	TCIM

SPARE/REPAIR PARTS

6125121-1	GASKET, CONNECTOR PANEL
6125121-2	GASKET, TOP PANEL, O-RING
6125126	EMI FILTER ASSEMBLY
6125200	BACKPLANE/MOTHERBOARD
6125600	AFCS XXI CONNECTOR PANEL
6125701	SCSI CABLE
6125702	KEYBOARD/MOUSE/LCD CABLE
6125704	VGA VIDEO CABLE
6125705	ETHERNET CABLE
6125706	RS232 SERIAL CABLE
6125707	IDE DISK DRIVE CABLE
6125708	MIL-STD-1553 CABLE (MIL CIRCULAR)
6125709	MIL-STD-1553 CABLE (TWINAX)
6125720-3	MICROCIRCUIT MEMORY

\*\*\* END OF NARRATIVE C 001 \*\*\*

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**Name of Offeror or Contractor:**

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/2001
2	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
3	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

  X  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

      (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

      (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

      (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

      (ii.) Alternate I to 52.219-5.

      (iii.) Alternate II to 52.219-5.

  X  (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

      (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

      (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

      (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

      (ii) Alternate I of 52.219-23

      (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

      (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

  X  (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

  X  (12) 52.222-26, Equal Opportunity (E.O. 11246).

  X  (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

  X  (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

  X  (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-R-0112      MOD/AMD</p>	<p style="text-align: right;"><b>Page 7 of 28</b></p>
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**Name of Offeror or Contractor:**

  X  (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

      (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

      (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

      (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

      (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

      (ii) Alternate I of 52.225-3.

      (iii) Alternate II of 52.225-3.

      (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

  X  (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

  X  (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

      (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

  X  (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

      (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

      (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

      (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

  X  (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

      (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

      (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

      (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

      (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

      (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

      (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
  - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (End of clause)

(IF6260)

5	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	DEC/2000
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- X 252.225-7012 Preference for Certain Domestic Commodities.
- X 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7016 Restriction on Acquisition of Ball and roller Bearings  
(Alternate I) (Section 8064 of Pub. L. 106-259).
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program  
(Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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- \_\_\_\_252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).
- \_\_\_\_252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- X\_\_\_\_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- X\_\_\_\_252.247-7023 Transportation of Supplies by Sea (\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)(10 U.S.C. 2631).
- X\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).
- 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	52-201-4501 (TACOM-RI) NOTICE ABOUT TACOM-RI OMBUDSMAN	01-NOV-1995		
Attachment 002	52.215-4503 (TACOM-RI) NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	01-JUN-2001		
Attachment 003	52.233-4503 (TACOM-RI) AMC-LEVEL PROTEST PROGRAM	01-JUN-1998		
Attachment 004	252.225-7008 (DFARS) SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	01-MAR-1998		
Attachment 005	INSPECTION AND ACCEPTANCE			
Attachment 006	52.247-29 F.O.B. ORIGIN	01-JUN-1988		
Attachment 007	52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY	01-APR-1984		
Attachment 008	52.246-4500 (TACOM-RI) MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	01-MAY-2000		
Attachment 009	52.225-13 RESTRICTIONS OF CERTAIN FOREIGN PURCHASES	01-JUL-2000		
Attachment 010	52.232-18 AVAILABILITY OF FUNDS	01-APR-1984		
Attachment 011	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	01-MAY-1999		
Attachment 012	252.246-7000 (DFARS) MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991		
Attachment 013	52.216-18 ORDERING	01-OCT-1995		
Attachment 014	52.216-19 ORDER LIMITATIONS	01-OCT-1995		
Attachment 015	52.216-21 REQUIREMENTS	01-OCT-1995		
Attachment 016	52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I	01-OCT-1995		
Attachment 017	52-216-1 TYPE OF CONTRACT	01-APR-1984		
Attachment 018	52.215-4502 (TACOM-RI) PARTNERING PROCESS	01-APR-1999		
Attachment 019	52.215-4510 (TACOM-RI) ELECTRONIC BIDS/OFFERS	01-JUL-2001		
Attachment 020	52.215-4511 (TACOM-RI) ELECTRONIC AWARD NOTICE	01-APR-1999		

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**Name of Offeror or Contractor:**

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	APR/2001

(a) Definitions. As used in this provision:

"Emerging Small Business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS designated.

"Forced or indentured child labor means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S. C. 101(2), with a disability that is service-connected, as defined in 38 U.S. C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans \_as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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<b>Name of Offeror or Contractor:</b>		

(3) Taxpayer Identification Number (TIN).

TIN:  
TIN has been applied for.  
TIN is not required because:  
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
Offeror is an agency or instrumentality of a foreign government;  
Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

☐Sole proprietorship  
☐Partnership  
☐Corporate entity (not tax-exempt);  
☐Corporate entity (tax-exempt);  
☐Government entity (Federal, State, or local);  
☐Foreign government;  
☐International organization per 26 CFR 1.6049-4;  
☐Other \_\_\_\_\_

(5) Common Parent.

Offeror is not owned or controlled by a common parent.  
Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it  
is,  
is not  
a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represented as part of its offer that it  
\_\_\_is,  
\_\_\_is not  
a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it  
\_\_\_is,  
\_\_\_is not  
a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it  
is  
is not  
a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern.(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it  
is  
is not  
a women-owned small business concern.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-01-R-0112 <b>MOD/AMD</b>	<b>Page 13 of 28</b>
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Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it  
is  
is not  
a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it  
is  
is not  
an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -  
(A) It  
☐ is  
☐ is not  
certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  
☐ has  
☐ has not  
submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents,

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**Name of Offeror or Contractor:**

as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(iii) Address. The offeror represents that its address \_\_\_\_\_is  
 \_\_\_\_\_is not  
 in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

- \_\_\_\_\_Black American
- \_\_\_\_\_Hispanic American
- \_\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).
- \_\_\_\_\_Asian-Pacific American \_persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia )Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).
- \_\_\_\_\_Subcontinent Asian (Asian-Indian) American )persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it  
 \_\_\_is  
 \_\_\_is not  
 a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it  
 \_\_\_is  
 \_\_\_is not  
 a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It  
 has,  
 has not,  
 participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-01-R-0112      MOD/AMD</p>	<p style="text-align: center;"><b>Page 15 of 28</b></p>
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**Name of Offeror or Contractor:**

(ii) It  
has,  
has not,  
filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It  
has developed and has on file,  
has not developed and does not have on file,  
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  
has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has consider components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No. \_\_\_\_\_  
Country of Origin \_\_\_\_\_  
(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy american Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3 , Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program, is included in this solicitation.)

(i) The offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

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**Name of Offeror or Contractor:** \_\_\_\_\_

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products

Line Item No.: \_\_\_\_\_  
(List as necessary)

(3) Buy american Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

THIS TEXT IS STAYED, PER FAC 97-24.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals

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**Name of Offeror or Contractor:**

\_\_\_\_\_ are,  
 \_\_\_\_\_ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_\_\_ Have,  
 \_\_\_\_\_ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) \_\_\_\_\_ Are,  
 \_\_\_\_\_ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1),(2), and (3) of this paragraph (h),  
 \_\_\_\_\_has  
 \_\_\_\_\_has not

within the past three years,relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals  
 \_\_\_\_\_are  
 \_\_\_\_\_are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; and

(2) \_\_\_\_\_Have  
 \_\_\_\_\_have not

within a three-year period preceding this offer, been convicted of or had a civil judgment renderer against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

\_\_\_\_\_are  
 \_\_\_\_\_are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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**Name of Offeror or Contractor:**

(j) Certification Regarding Knowledge or Child Labor for Listed End Products (Executive Order 13126). (The Contracting officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child labor, unless excluded at 22.1503(b).)

Listed End Product

Listed Countries Of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries or origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

\_\_\_\_(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_\_(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for the product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

(KF7065)

2	252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS	NOV/1995
	DFARS		

(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

\_\_\_\_Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

3            252.225-7000            BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE            SEP/1999  
                 DFARS  
(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

(End of Provision)

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KA7702

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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	OCT/2000

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EVALUATION FACTORS FOR AWARD

ATTACHMENTS

ATTACHMENT 001

42.201-4501 NOTICE ABOUT TACOM-RI OMBUDMAN (NOV/1995)  
TACOM-RI

- a. We have an Ombudman Officer here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
- b. If you think that this solicitation:
  - 1. has inappropriate requirements; or
  - 2. needs streamlining; or
  - 3. should be changed

you should first contact the buyer or the Procurement Contracting officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:
 

U.S. Army TACOM-RI  
AMSTA-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: amsta-aq-ar@ria.army.mil
- e. If you contact the Ombudsman, please provide him with the following information:
  - 1. TACOM-RI solicitation number;
  - 2. Name of PCO;
  - 3. Problem description;
  - 4. Summary of your discussions with the buyer/PCO.

(END OF CLAUSE)

ATTACHMENT 002

52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED (JUN/2001)  
TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).
- 2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).
- 3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard Copy bids/offers/quotes WILL NOT BE ACCEPTED.
- 4. Your attention is drawn to the following clauses in SECTION L of this solicitation for instructions and additional information:
 

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

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**Name of Offeror or Contractor:**

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(END OF CLAUSE)

ATTACHMENT 003

52.233-4503 AMC-LEVEL PROTEST PROGRAM (JUN/1998)  
TACOM-RI

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number: (703) 617-4999/5680  
Voice Number: (703) 617-8176

The AMC-Level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

ATTACHMENT 004

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR/1998)  
DFARS

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(END OF CLAUSE)

ATTACHMENT 005

INSPECTION AND ACCEPTANCE

Reference is made to FAR clause 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS, Paragraph (A), INSPECTION/ACCEPTANCE.

ISO 9001 is required for performance of this effort.

(END OF CLAUSE)

ATTACHMENT 006

52.247-29 F.O.B. ORIGIN (JUN/1988) (INCORPORATE BY REFERENCE)

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**Name of Offeror or Contractor:**

FAR

(END OF CLAUSE)

ATTACHMENT 007

52.247-30 F.O.B. ORIGIN, CONTRACTOR FACILITY (APR/1984) (INCORPORATE BY REFERENCE)  
FAR

(END OF CLAUSE)

ATTACHMENT 008

52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) (MAY/2000)  
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD FORM 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are wienerd@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-1616, ATTN: Diane Wiener and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U.S. Postal Service:

- (1) TACOM-RI  
AMSTA-LC-CFA-B  
ROCK ISLAND, IL 61299
- (2) The FMS/MAP copies may be submitted to: N/A

(END OF CLAUSE)

ATTACHMENT 009

52.225-13 RESTRICTIONS OF CERTAIN FOREIGN PURCHASES (JUL/2000) (INCORPORATED BY REFERENCE)  
FAR

(END OF CLAUSE)

ATTACHMENT 010

52.232-18 AVAILABILITY OF FUNDS (APR/1984) (INCORPORATED BY REFERENCE)  
FAR

(END OF CLAUSE)

ATTACHMENT 011

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY/1999) (INCORPORATED BY REFERENCE)  
FAR

(END OF CLAUSE)

ATTACHMENT 012

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC/1991) (INCORPORATED BY REFERENCE)  
DFARS

(END OF CLAUSE)

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**Name of Offeror or Contractor:**

ATTACHMENT 013

52.216-18 ORDERING (OCT/1995)  
FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF CONTRACT AWARD THROUGH 30 JUN 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. in the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(END OF CLAUSE)

ATTACHMENT 014

52.216-19 ORDERING LIMITATIONS (OCT/1995)  
FAR

(a) Minimum Order. When the Government requires supplies or services covered by this contract in any amount of less than TWO, the Government is not obligated to purchase, no is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor ANY DELIVERY ORDER ORDERING MORE THAN 200 UNITS.

(1) Any order for single item in excess of 200;

(2) Any order for a combination of items in excess of A QUANTITY OF 200 PER ITEM; OR

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

ATTACHMENT 015

52.216-21 REQUIREMENTS (OCT/1995)  
FAR

(a) This is a requiremnts contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering Clause. Subject to any limitations in the order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all suppplies or services specified in the Schedule and called for by orders issued in accordance with the ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locataions.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit or total orders under this contract.

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(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 JUN 2004.

(END OF CLAUSE)

ATTACHMENT 016

52.203-6    RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I    (OCT 1995)  
FAR

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisition of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(END OF CLAUSE)

ATTACHMENT 017

52.216-1    TYPE OF CONTRACT    (APR/1984)  
FAR

The government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(END OF CLAUSE)

ATTACHMENT 018

52.215-4502    PARTNERING PROCESS    (APR/1999)  
TACOM-RI

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, price in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contrating Officer.

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(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(END OF CLAUSE)

52.215-4510 ELECTRONIC BID/OFFERS (AUG/1999)  
TACOM-RI

1. Bids/Offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified. TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:  
  
http://aaisbids.ria.army.mil and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully electroically, you will receive the following message:  
  
"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE. <http://aais.ria.army.mil/aais/Padds\_web/index.html>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309) 782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(END OF CLAUSE)

ATTACHMENT 020

52.215-4511 ELECTRONIC AWARD NOTICE (APR/1999)  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. if the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the internet to determine if he/she has received an award. in this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the Internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the internet to determine if an award has

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been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(END OF CLAUSE)